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REMARKS

In response to an Office Action mailed on June 28, 2006, Applicant respectfully requests that the above-listed Amendments be entered and the Application be reconsidered. Claims 1, 12 and 13 are currently amended. Claim 11 is cancelled herein. Claims 4 and 9 were previously cancelled and Claims 29-32 were previously withdrawn. Claims 2-3, 5-8, 10, 14-28, 33 and 34 remain as previously amended and presented. Claim 35 is a new claim.

Claim 1 is currently amended to incorporate the limitations of previous claim 11, stating that the second user interface "[...] is operative to accept proposed text to be entered into a remarks box within the generated certificate of insurance; [...]" and further stating that in addition to other functions the software operates to " [...] form a complete sentence reflecting the proposed text and at least a portion of the insurance coverage information stored in the database and corresponding to the one of the plurality of insured parties, enter the complete sentence into the remarks box within the generated certificate of insurance, such that the complete sentence is not modifiable by the third-party requester, [...]." The amendment is supported by the specification and by the original language of claim 11. Claim 12 and 13 are currently amended to now depend from claim 1.

Claim Rejections - 35 U.S.C. §103

The Examiner rejected claims 1, 2, 6, 7, 19, 21-23 and 33 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent Application Publication No. 2002/0198745 to Scheinuk, *et al.* ("Scheinuk") in view of http://www.acords.com (hereinafter Choices). Examiner states that Scheinuk does not teach the recited functions d)-f) of claim 1 as previously amended, but that Choices teaches these functions d)-f). Applicant respectfully traverses this rejection for the reasons that follow.

Choices does not teach or suggest the functions d)-f) of Applicants claim 1 as previously amended. Choices discloses a "CertsOnCall" service with a capability wherein a third party requester (e.g., a certificate holder, or "anyone who needs a completed and signed certificate") can be granted "access to completed OnLine Certificates via the internet" (see, Choices, p. 2, paragraph 4; emphasis supplied). Choices discloses that first an insurance agent must complete a Certificate using "CertsOnLine" and, after completing the certificate, the agent clicks the "Create

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Certificate" button at the bottom of the <u>data entry screen</u>. Upon reaching this step, all certificates are "<u>automatically saved for later retrieval</u>." (emphasis supplied)

The Choices reference then teaches that the completed certificates are retrieved by a password that is included <u>on Certificate printouts</u>, which password is applied by the agent at the time of creating and completing the Certificate (see, Choices, p. 2, paragraphs 1-3).

Choices discloses that a unique "OnCall password" is automatically placed on the bottom of each certificate and when a third party requester calls, then the agent gives the third party the url and OnCall password. When the third party (Certificate Holder) visits the url "he will first enter his name and address as Certificate Holder and then <u>view</u> and <u>print</u> the <u>completed Certificate</u> (See, Choices, page 2, paragraph 4; emphasis supplied). Choices does not teach any modification possible to the Certificate during third party access. Nor does Choices teach or suggest that a third party requester (such as, for example, a Certificate Holder) can access a system for <u>generating</u> a certificate of insurance, wherein the system <u>generates</u> a certificate of insurance <u>after</u> user credentials and identification of at least one insured party are accepted through a user interface and <u>after</u> a determination is made as to third party requester being authorized to <u>generate</u> a certificate.

Applicant's invention, on the other hand, as claimed in currently amended claim 1, does enable a third party requester (such as, for example, a Certificate Holder) to access a system for <u>generating</u> a certificate of insurance wherein the system <u>generates</u> a certificate of insurance <u>after</u> user credentials and identification of at least one insured party are accepted through a user interface and <u>after</u> a determination is made as to the third party requester being authorized to <u>generate</u> a certificate. This feature, wherein the certificate is created during or subsequent to the system access by the third party requester (or Certificate Holder) is not taught or suggested by either Scheinuk or Choices, separately or in combination, and therefore the rejection is overcome.

The reference Choices suggests only storing, or archiving, a completed, "what-you-see-is-what-you-get (WYSIWYG)" Certificate. Thus, in Choices, for any requested password, the retrieved Certificates were previously completed, canned and/or predetermined.

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Applicant's system for generating a certificate of insurance, as claimed, enables the requester to create a certificate, responsively, from a number of possible certificates that could be created (See Applicant's specification at Figure 3, step 72). Prior to the third-party requester making his or her request, the certificate is not yet complete; it is neither canned nor predetermined. Generating the certificate is not the same as retrieving an archived certificate. In the context of the Applicant's disclosure, "generating" a certificate of insurance for a third-party requester means, *inter alia*, creating a certificate based on a third-party requester being presented with questions and the answers to the questions being used to construct the certificate (See, Applicant's specification at page 9, lines 7-9). Selections can appear as options to the third-party requester (page 9, lines 21-22), and the selections made by the requester drive computer program logic to determine the wording on the certificate (page 9, lines 26-28). "Generating" the certificate can be further understood by reference to Figure 3 of Applicant's specification, wherein, for example, the requester may select types of insurance at step 64, select policy conditions at step 66, describe a project at step 68, and create a certificate of insurance at step 72.

Therefore, as described and explained above, no art of record, either alone or in combination, discloses or suggests a system responsive to a third-party requester for generating a certificate of insurance relative to an insured party, wherein the third-party requester is not the insured party or an insurer or an insurance producer, all as recited in claim 1, or a method for issuing a certificate of insurance as recited in claim 6. For at least this reason, claims 1 and 6 are believed to be allowable.

Further, as currently amended, claim 1 additionally states the second user interface "[...] is operative to accept proposed text to be entered into a remarks box within the generated certificate of insurance; [...]" and the software operates to " [...] form a complete sentence reflecting the proposed text and at least a portion of the insurance coverage information stored in the database and corresponding to the one of the plurality of insured parties." and further to "enter the complete sentence into the remarks box within the generated certificate of insurance, such that the complete sentence is not modifiable by the third-party requester, [...]". Thus, Applicant claims a system that can responsively adjust the content of the certificate that is to be created based on a party making a

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request through the second user interface, which is an additional feature that is neither taught nor suggested by Scheinuk or Choices. For at least this reason, too, claim 1 is believed to be allowable.

Claims 2, 7, 19, 21-23 and 33 depend directly or indirectly from claim 1 or claim 6. These claims are believed to be allowable, for at least the reasons given above regarding claims 1 and 6.

The Examiner rejected claims 3, 5, 8, 10, 24-26 and 34 under 35 U.S.C. §103(a) as being obvious over Scheinuk in view of Choices, and further in view of Luchs, Luchs discloses a computerized insurance premium quotation and policy issuance system. (Abstract.) Luchs system does not generate certificates of insurance. Although Luchs' system includes a database, the database is used to store client information, such as risks, premium information and predetermined text that can be incorporated into insurance contracts. (Col. 2, lines 57-68.) Luchs' database is not used to generate certificates of insurance. Further, these claims depend from claim 1, which Applicant asserts is allowable. The Applicant respectfully traverses these rejections.

The Examiner rejected claims 11-18 and 27-28 under 35 U.S.C. §103(a) as being obvious over Scheinuk in view of Choices and further in view of Grow. Claim 11 is cancelled herein, with currently amended claims 12 and 13 now depending from claim 1. Grow discloses an online document assembly and docketing system. However, Grow does not disclose a system for generating certificates of insurance. Given the absence of disclosure in Scheinuk or in Choices toward any type of document assembly or toward any desire or advantage of document assembly, Applicant respectfully asserts that there exists insufficient motivation to combine these references with Grow. Further, these claims depend from claim 1, which Applicant asserts is allowable for reasons given above. Thus, the Applicant respectfully traverses these rejections.

The Examiner rejected claim 20 under 35 U.S.C. §103(a) as being obvious over Scheinuk in view of Choices and further in view of McKee. McKee discloses a method of managing a set of rules used by a computer program by defining jurisdictions. Claim 20 depends, through claim 19, from allowable claim 1, such that Applicant respectfully traverses this rejection.

As discussed above with respect to the independent claims 1 and 6, neither Scheinuk, Choices, Luchs, Grow nor McKee disclose or suggest any mechanism for a third party to request a certificate of insurance from a system, wherein the second user interface is operative to allow a third-party requester to make a selection that can modify the information to be created in the

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certificate and thereafter the certificate is <u>generated</u> by the system based on the selection, as is recited in Applicant's claim 19 as previously amended, from which claim 20 depends.

<u>New Claim 35</u>

New claim 35 is an independent claim that is similar to claim 1 as previously amended, except that new claim 35 explicitly sets forth the further limitation "(e) define, subsequent to accepting user credentials and an identification of one of the plurality of insured parties, information to be printed on the certificate" and "(g) if the third-party requester is authorized, create a certificate of insurance from at least a part of the information defined in (e), above, said certificate relating to the ..." The new claim is supported in the specification at page 9, lines 6-8, at Figure 3, step 72, and at page 24, lines 3-5.

Claim 35 distinguishes, even more markedly, an embodiment of the present invention from the disclosure of Scheinuk in view of Choices, in that claim 35 specifically states the information to be printed on the certificate is defined <u>subsequently</u> to the step whereby the user credentials and identification of the insured are entered by the user who is effecting the third-party request, with at least some of the information so defined being used to <u>create</u> a certificate. These functional steps clearly distinguish against Choices, which teaches only <u>retrieval</u> of a previously archived Certificate and fails to suggest the <u>creation</u> of a Certificate subsequent to and in response to a third-party request that would define, based on the third-party interaction, information to be contained in that certificate.

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Summary

Claims 1-3, 5-8, 10, 12-28, and 33-35 are pending. Claims 1, 12 and 13 are currently amended. Claim 11 has been cancelled. All remaining claims except claim 35 remain as previously presented and/or previously amended. Claim 35 is a new independent claim.

It is respectfully submitted that the pending claims are in condition for allowance, and such action is requested. The Examiner is encouraged to telephone the undersigned attorney to discuss any matter that would expedite allowance of the present Application.

Respectfully submitted,

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